# AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES

San Luis Obispo County (hereinafter "County"), and Mental Marketing Inc. and TJA Advertising (hereinafter "Marketing Agency") hereby amend the Agreement for Services dated July 24, 2012 (hereinafter "Agreement"), as follows:

#### RECITALS

WHEREAS, on July 24, 2012, the County Board of Supervisors entered into the Agreement wherein Marketing Agency agreed to perform specialized marketing services for the San Luis Obispo Business Improvement District ("CBID"); and

WHEREAS, Marketing Agency has satisfactorily performed said services pursuant to the Agreement; and

WHEREAS, on June 18, 2014, the CBID Advisory Board recommended that the Agreement with Marketing Agency be extended an additional twenty-four (24) months (July 1, 2014 to June 30, 2016) so that Marketing Agency shall continue to provide, among other things, media relations, media communication tools, branding, events and activities, and stewardship programs; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

#### **AGREEMENT**

## A. Section 1.1 Mental Marketing Inc. and TJA Advertising Specified Services.

Exhibit A referred to in Section 1.1 is hereby deleted in its entirety and replaced by the new Exhibit A, attached hereto. All other provisions of this Section 1.1 shall remain unchanged.

## B. Section 2 Payment is hereby amended as follows.

The second sentence is hereby deleted in its entirety and replaced with the following:

"Total cost of services outlined in Exhibit A shall not exceed \$1,060,000 (\$530,000 for FY 2014-15 and \$530,000 for FY 2015-16)."

All other provisions of this Section 2 shall remain unchanged.

### Section 3 Term of Agreement is hereby amended as follows.

The first sentence is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall be for two (2) years beginning July 1, 2014 through June 30, 2016 except in the event that the funding of the CBID through assessments upon the lodging businesses within its boundaries is not renewed for FY 2015-16."

All other provisions of this Section 3 shall remain unchanged.

D. All provisions of the Agreement not affected by this Amendment No. 1 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 to the Agreement as set forth below.

MENTAL MARKETING, INC.	COUNTY OF SAN LUIS OBISPO
By:	By:AUTHORIZED BY BOARD ACTION
By: Dated:	, 2014
ATTEST	
By: Clerk of the Board of Supervisors	
DATED:	
APPROVED AS TO FORM AND LEGAL EFFECT: RITA L. NEAL County Counsel	
By: Chief Deputy County Counsel	
DATED:	